

10/501684

Feb. 7. 2005 1:50PM

Ray Sharpe Fagan Minnich McKee

Rec'd PCT/PTO 16 JUN 2005

Agency Docket No. Y002200105

**DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION**

As a below inventor, I hereby declare that  
My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**COORDINATION COMPLEX**

the specification of which  
[ ] is attached hereto

[X] was filed on July 16, 2004  
Application Serial No. 10/501,684  
and is the national filing of PCT/GB03/00163

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, § 1.56 (a).

I hereby claim foreign priority benefits under Title 35, United States Code, § 119 or 365(b) of any foreign application(s) for patent or inventor's certificate, or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed above and have also identified below, by check the box, any foreign application(s) for patent or inventor's certificate, or of any PCT international application having a filing date before that of the application on which priority is claimed:

Prior Foreign Application  
0201141.9  
(Number)

United Kingdom 18 January 2002  
(Country) (Day/Month/Year Filed)

No  
Certified Copy Attached?

I hereby claim the benefit under 35 U.S.C. 119(e) of any United States provisional application(s) listed below.

Application No(s) (Day/Month/Year Filed) [ ] additional provisional application numbers are listed on a supplemental priority data sheet attached

I hereby claim the benefit under Title 35, United States, § 120 of any United States application(s) or any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application or PCT international application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose material information which is material to patentability as defined in Title 37, of Federal Regulations Code, § 1.56(a) which became available between the filing date of the prior application and the national or PCT international filing date of this application:

U.S. Parent Application  
or PCT Parent Number

Parent Filing Date  
(MM/DD/YYYY)

Parent Patent Number  
(If Applicable)

PCT/GB03/00163

16 January 2003

10 JUN '05 11:15 +44 01707 376643

10/501684  
#5  
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Feb. 7. 2005 1:50PM Fay Sharpe Fagan Minnich McKee

No. 1084 P. 4/5

Agency Design No. YOUNG 00105

**POWER OF ATTORNEY:** As a named inventor, I hereby appoint the Attorney associated with Customer No. 027883, to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

<b>SEND CORRESPONDENCE TO:</b> Scott A. McCollister Fay, Sharpe, Fagan, Minnich & McKee, LLP 1100 Superior Avenue, 7th Floor Cleveland, OH 44114-2518	<b>DIRECT TELEPHONE CALLS TO:</b> (name and telephone number) Scott A. McCollister (216) 461-5512
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I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Full name of sole or first joint inventor: Edward Marshall

Inventor's Signature: E. Marshall Date: 10/5/2005Residence: 8 Miller Road, Croydon, Surrey, CR0 3JY, United Kingdom (ELM)

Country of Citizenship: United Kingdom Post Office Address:

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U.K. GBX (ELM)

Full name of second joint inventor: John Hegel

Inventor's Signature: John Hegel Date: 08/06/2005Residence: 15 The Funnings, Welwyn Garden City, Hertfordshire, AL7 4QB, United Kingdom

Country of Citizenship: United Kingdom Post Office Address:

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Hertfordshire AL7 4QB  
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Full name of third joint inventor: Verna Charlotte Gibson

Inventor's Signature: Verna C. Gibson Date: 10/5/05Residence: Flat 2, 46 Prince's Gate, Exhibition Road, London, SW7 2QA, United Kingdom

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FEB. 1. 2005 1:30PM Ray Sharpe Pagan Minnick McKee

No. 1084 P. 5/5

Attorney Docket No. YOUNG 2 00185

**ASSIGNMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, I/We, the undersigned,

**Edward Marshall, John Segal, Vernon Charles Gibben**

who has/has created a certain invention for which an application for United States Letters Patent has been

☐ executed concurrently herewith  
☐ amended on  
☒ filed on July 16, 2004; Serial Number 10/501,684

and is entitled

**COORDINATION COMPLEX**

Do hereby sell, assign and transfer to IC Innovations Ltd, having a place of business at 47 Prince's Gate, Exhibition Road, London, SW7 2QA, United Kingdom, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutions, renewals, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, national, agreements, acts, and treaties, including all future conventions, national agreements, acts, and treaties;

Agree that IC Innovations Ltd, hereinafter referred to as Assignee, may apply for and receive Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutions, renewals, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings, communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof, and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, its successors, assigns, or legal representatives; and

Covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant mortgage, license or other agreement affecting the rights and property herein conveyed has been made in writing by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

IN TESTIMONY WHEREOF I/WE have hereunto set MY/OUR signature(s) on the date(s) indicated below.

L. Z. Marshall  
 Edward Marshall

Date 10/5/2005

John Segal  
 John Segal

Date 08/06/2005

Vernon C. Gibben  
 Vernon Charles Gibben

Date 10/5/05